

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
COCONINO COUNTY, ARIZONA

THIS AGREEMENT is entered into 29 July, 1998,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"State") and COCONINO COUNTY acting by and through its BOARD OF SUPERVISORS (the  
"County").

1. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-6993(G) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.
3. The State has approved the exchange of \$653,400.00 in Highway User Revenue Funds (HURF) to the County for construction of improvements to the county road Lake Mary Road, and such funds will be repaid to the State by withholding from the Northern Arizona Council of Governments (NACOG) federal funds and the obligation authority for federal funds in the amount of \$816,782.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22549  
Filed with the Secretary of State  
Date Filed: 07/28/98

Secretary of State

By Wendy L. Lawrence

## II. SCOPE OF WORK

### 1. The County will:

- a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.
  - b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations.
  - c. Invoice the State for thirty percent of the project cost at the start of construction.
  - d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.
  - e. Upon completion, approve and accept the project as complete and provide maintenance.
  - f. Invoice the State for ten percent of the project cost at the one hundred percent project completion stage after final project review is completed by NACOG representatives and State ADOT representatives.
- ### 2. The State will:
- a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II.1.c., d. and f. above.
  - b. Withhold from NACOG, federal funds and the obligation authority of federal funds in the amount of \$816,782.00.

## III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State.
4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007


Cocconino County  
Director for Public Works  
5800 E. Commerce Dr.  
Flagstaff, AZ 86001

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

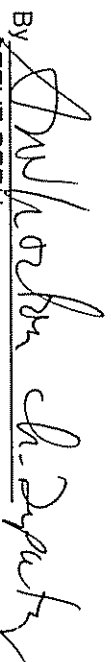
COCONINO COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By   
PAUL J. BABBITT, Chairman  
Board of Supervisors

By   
JAY KLUGE, Director  
Transportation Planning

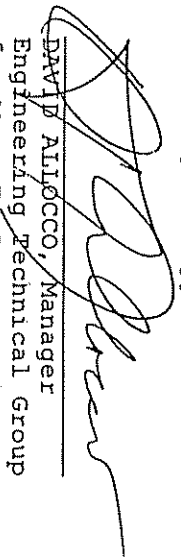
ATTEST

By   
STEVE PERU  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 23th day of March 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Coconino County for the purpose of defining responsibilities for the advance of HURF funds for construction of improvements to Lake Mary Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

  
\_\_\_\_\_  
DAVID ALIOCCO, Manager  
Engineering Technical Group  
for Mary E. Peters, Director

OFFICE OF THE BOARD OF SUPERVISORS  
COCONINO COUNTY, FLAGSTAFF, ARIZONA  
MONDAY, MAY 4, 1998

The Board of Supervisors met in regular session at 9:00 in the Board of Supervisors Meeting Room, First Floor, Administrative Center, 219 E. Cherry Avenue, Flagstaff, Arizona.

PRESENT. Thomas E. Chabin, Chairman; Elizabeth Archuleta, Paul J. Babbitt, Jr., Matt Ryan, Louise Yellowman, Members; Dora Harrison, County Manager; Steven B. Peru, Deputy County Manager/Clerk of the Board; Anna Whorton, Chief Deputy Clerk of the Board; Andrea Paul, Deputy Clerk of the Board; Terence C. Hance, County Attorney.

The Board attended the New Employee and National Public Service Recognition Week reception.

CALL TO ORDER: the meeting was called to order at 9:00 a.m.

PLEDGE OF ALLEGIANCE: was led by Chairman Chabin.

PROCLAMATION FOR NATIONAL PUBLIC SERVICE RECOGNITION WEEK MAY 4-11, 1998: Upon motion made by Supervisor Babbitt, seconded by Supervisor Yellowman and carried unanimously, the Board approved the Proclamation for National Public Service Recognition Week May 4-11, 1998.

RECOGNITION CEREMONY TO HONOR COUNTY EMPLOYEES AND WORK TEAMS: Chairman Chabin recognized Meals on Wheels and Kitchen staff members John Meyers, Robert Giardini, Petra Orders, Guy Smith, Becky Miranda, Bud Budaki and Domingo Gallegos. He presented a plaque to Alex Beardsley, site manager for the Flagstaff Nutrition Program.

Supervisor Archuleta recognized Courteous And Responsive Team (CART) members Terry Gray, Ron Larson, Tim Little, Leroy Martinez, Janet Perez and Jim Balda. She presented a plaque to Jeff Meilbeck, Transportation Program Manager.

Supervisor Archuleta recognized Sandra Jenney, Angela Bradshaw and Vince Lopez, employees in the Public Defender's office. She presented a plaque to Alan Gerhardt, Public Defender.

Supervisor Babbitt recognized the following members of the Technology Team: Robert Gonzales, Kathy Jenkins (Sheriff's Department), Donald Grassmuck, Scott Richardson, Peggy Irbly, Mary Jo Anderson and Ellen Silber, who is no long with County. He presented a plaque to Jim Buzard, Chief Probation Officer.

Supervisor Babbitt recognized Emergency Services Team members Ernie Almaraz, Mario Meza, Angela Labounty, Jose Rivera, Mildred Reed and Joyce Otero. Plaque to Ernie Almaraz, Community Resources Coordinator.

Supervisor Ryan recognized Terry Burks, Training Coordinator for the Public Works Department.

Supervisor Ryan recognized the following members of the Home Care Team: Veneta Britt, Tracy Corral, Shirel Cruver, Donna Kelley, Angela Labounty, Geneva Lay, Julie Morales, Marie Otero and Trish Schiaveto. He presented a plaque to Jeanetta Beaumont, Home Care Services Coordinator.

Supervisor Yellowman recognized Connie Jordan, employee in the Clerk of Superior Court's office. She presented a plaque to Julie Carlson, Clerk of Superior Court.

14. Public Works: Intergovernmental agreement between the State of Arizona and Coconino County for the Lake Mary Road construction project.

15. Intergovernmental agreement between the State of Arizona/Department of Transportation and Coconino County for the purpose of a new traffic signal light on US 89 at the intersection of Silver Saddle Road.

ACTION ITEMS:

COMMUNITY SERVICES, Emie Almaraz, Community Resources Coordinator: Proclamation designating the month of May 1998 as Community Action Month.

Mr. Almaraz apprised the proclamation is for recognition of agencies that are involved in providing services to low income, handicapped and elderly individuals. It also includes the individuals that assist with HeadStart, job development programs; anything that promotes self sufficiency for citizens across the country.

Upon motion made by Supervisor Yellowman, seconded by Supervisor Archuleta and carried unanimously, the Board approved the Proclamation designating the month of May 1998 as Community Action Month.

Proclamation designating the month of May 1998 as Older Americans Month.

Alex Beardsley, Site Manager for the Flagstaff Nutrition Program, apprised this proclamation will help educate the community as to the services that the County provides for it's older citizens.

Upon motion made by Supervisor Babbitt, seconded by Supervisor Ryan and carried unanimously, the Board approved the Proclamation designating the month of May 1998 as Older Americans Month.

COCONINO COUNTY JAIL DISTRICT, William Pribil, Jail District Manager: Upon motion made by Supervisor Yellowman, seconded by Supervisor Archuleta and carried unanimously, the Board of Supervisors resolved as the Board of Directors for the District.

Consideration of CCJD Resolution 98-03, awarding Bid 98-09 to the recommended vendor submitting lowest bid and meeting all specifications

Mr. Pribil apprised \$1.8 million was estimated for the project. The District will improve all 20 acres of the site and then sell the improved property to the County and City of Flagstaff for the law enforcement co-location. A bid of \$758,000 was received by Surface Contracting. The contractor will use rock removed from the site, lowering the cost of the project. Greg Ohm, Construction Manager, said the contractor may re-use some of the materials at the site. Mr. Pribil said the company's references were positive.

Upon motion made by Director Ryan, seconded by Director Yellowman and carried unanimously, the Board approved CCJD Resolution 98-03, awarding Bid 98-09 to Surface Contracting for the amount of \$758,000.

Consideration of CCJD Resolution 98-04, instructing the Jail District's trustee, US Bank Trust National Association, to enter into a repurchase agreement between Trustee Merrill Lynch Government Securities Inc. and Chase Manhattan Bank

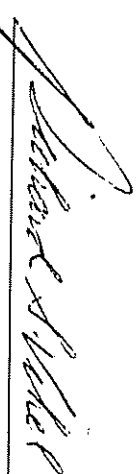
Mr. Pribil apprised this action will allow the trustees to re-invest funds at a higher rate while the jail is being built. Merrill Lynch is saying they will provide 5.521% on the money.

Upon motion made by Director Babbitt, seconded by Director Archuleta and carried unanimously, the Board approved CCJD Resolution 98-04, instructing the Jail District's trustee, US Bank Trust National Association, to

APPROVAL OF THE COCONINO COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and COCONINO COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 22<sup>nd</sup> day of APRIL, 1998.

  
Deborah A. White  
Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: 542-5025

TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-0584TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE June 5, 1998.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/12878

Enc.